

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
ELIZABETH FLINT,

Plaintiff,

**ANSWER TO CROSS-CLAIM**

**Case No. 1:18-CV-05534**

ALTANTIC NETWORKS, LLC, CHIPSHOP CORP.  
and THE ATLANTIC CHIP SHOP LLC,

Defendants.  
-----X

Defendants CHIPSHOP CORP. and THE ATLANTIC CHIP SHOP LLC (hereinafter referred to as the "Defendants"), by it's attorney, Law Offices of Mitchell S. Segal, P.C., as and for it's answer to ATLANTIC NETWORKS, LLC Cross-Claims (the "Cross-Claims"), deny each and every allegation contained in the Cross-Claims except as admitted or otherwise qualified herein, and allege on knowledge with respect to themselves and their own acts and on information and belief as to all other matters that they:

1. Defendants admit the allegations contained in Paragraph "117" of the Cross-Claims.
2. Defendants deny the allegations contained in Paragraph "118" of the Cross-Claims.
3. Defendants deny the allegations contained in Paragraph "119" of the Cross-Claims.
4. Defendants deny the allegations contained in Paragraph "120" of the Cross-Claims.
5. Defendants deny the allegations contained in Paragraph "121" of the Cross-Claims.
6. Defendants deny the allegations contained in Paragraph "122" of the Cross-Claims.

7. Defendants deny the allegations contained in Paragraph “123” of the Cross-Claims.

8. Defendants deny all statements and allegations contained therein, including any claim for relief set forth in Defendants’ “WHEREFORE” clause in the Cross-Claims.

**ADDITIONAL AVERMENTS**

9. Defendants deny all claims and allegations in the Cross-Claims not unequivocally admitted herein.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSES**

10. Upon information and belief, any renovation that gave rise to all or a portion of Plaintiff’s claims against CHIPSHOP CORP. and THE ATLANTIC CHIP SHOP LLC were completed before CHIPSHOP CORP. and THE ATLANTIC CHIP SHOP LLC assumed its tenancy of the property located at 129 Atlantic Avenue, Brooklyn, New York and therefore if any liability arises it is ATLANTIC NETWORKS, LLC liability.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

11. The Cross-Claims fail to state a viable cause of action and are insufficient on their face.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

12. The modifications demanded by Plaintiff are structural in nature and are Landlord ATLANTIC NETWORKS LLC’s responsibility.

**AS AND FOR FOURTH AFFIRMATIVE DEFENSE**

13. The requested modifications would impose an undue burden on the CHIPSHOP CORP. and THE ATLANTIC CHIP SHOP LLC. and not on the Defendant Atlantic Networks, LLC.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

14. The Defendants are not the responsible party.

WHEREFORE, Defendants respectfully request judgment,

1. Dismissing the Cross-Claims of Defendant Atlantic Networks, LLC in their entirety, with prejudice.

Dated: Great Neck, New York  
May 10, 2019

Respectfully submitted,

/s/ Mitchell Segal

---

Mitchell Segal, Esq.  
Law Offices of Mitchell S. Segal, P.C.  
Attorney For Defendants Chipshop Corp.  
and The Atlantic Chip Shop, LLC  
1010 Northern Boulevard, Suite 208  
Great Neck, New York 11021  
(516) 415-0100